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Department of Commerce and Consumer Affairs  
State of Hawaii  
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PROF & VOCATIONAL  
LICENSING DIVISION  
2009 APR -3 A 7:30  
DEPT. OF COMMERCE  
AND CONSUMER AFFAIRS  
2009 APR -1 P 2:03  
HEARINGS OFFICE  
DEPT. OF COMMERCE  
AND CONSUMER AFFAIRS  
STATE OF HAWAII

Attorney for Department of Commerce  
and Consumer Affairs

CONTRACTORS LICENSE BOARD  
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
STATE OF HAWAII

In the Matter of the Contractors' Licenses of ) CLB 2006-278-L  
)  
BOSKOFF CONSTRUCTION, INC., and ) SETTLEMENT AGREEMENT PRIOR TO  
KENNETH G. BOSKOFF, RME, ) FILING OF PETITION FOR DISCIPLINARY  
) ACTION AND BOARD'S FINAL ORDER  
Respondents. )  
)

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HEARINGS OFFICE  
2009 APR 20 P 2:33  
DEPT. OF COMMERCE  
AND CONSUMER AFFAIRS

SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION  
FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER

Petitioner, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS'

REGULATED INDUSTRIES COMPLAINTS OFFICE (hereinafter "RICO" or "Petitioner"),  
through its undersigned attorney, and Respondents BOSKOFF CONSTRUCTION, INC., and  
KENNETH G. BOSKOFF, RME (collectively, "Respondents"), enter into this Settlement  
Agreement on the terms and conditions set forth below.

A. UNCONTESTED FACTS:

1. At all relevant times herein, Respondent Boskoff Construction, Inc. ("BCI") was  
licensed by the Contractors License Board (hereinafter the "Board") as a B general building

contractor under License Number BC 24565. The license was issued on or about August 19, 2003. The license was forfeited on or about June 2, 2006.

2. At all relevant times herein, Respondent Kenneth G. Boskoff ("Boskoff") was licensed by the Board as a B general building contractor under License Number BC 9771. The license was issued on or about August 19, 2003. The license was forfeited on or about September 30, 2006.

3. Respondents' mailing address for purposes of this action is [REDACTED]

4. On or about May 18, 2006, RICO received a complaint alleging that Respondent BCI defaulted on its installment plan agreement with the State of Hawaii Department of Taxation.

5. The foregoing allegations, if proven at an administrative hearing before the Board, would constitute violations of the following statute(s) and/or rule(s): Hawaii Revised Statutes ("HRS") § 444-17(21) (failure to comply with terms of a conditional payment plan with the department of taxation) and Hawaii Administrative Rules ("HAR") §§ 16-77-71 and 16-77-75 (RME responsible for acts and omissions of contracting entity).

6. The Board has jurisdiction over the subject matter herein and over the parties hereto.

**B. REPRESENTATIONS BY RESPONDENT:**

1. Respondents are fully aware that Respondents have the right to be represented by an attorney and voluntarily waive that right.

2. Respondents enter into this Settlement Agreement freely, knowingly, voluntarily, and under no coercion or duress.

3. Respondents are aware of the right to have a hearing to adjudicate the issues in the case. Pursuant to HRS § 91-9(d), Respondents freely, knowingly, and voluntarily waive the right to a hearing and agree to dispose of this case in accordance with the terms and conditions of this Settlement Agreement.

4. Respondents being at all times relevant herein licensed as contractors by the Board acknowledges that Respondents are subject to penalties including but not limited to, revocation, suspension or limitation of the license and administrative fines, if the foregoing allegations are proven at hearing.

5. Respondents do not admit to violating any law or rule, but acknowledges that RICO has sufficient cause to file a Petition for Disciplinary Action against Respondents' licenses.

6. Respondents enter into this Settlement Agreement as a compromise of the claims and to conserve on the expenses of proceeding with an administrative hearing on this matter.

7. Respondents agree that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. CLB 2006-278-L.

C. TERMS OF SETTLEMENT:

1. Voluntary Surrender of License. Respondents agree to the voluntary surrender of Respondents' licenses.

The surrender shall become effective immediately upon the approval of this Settlement Agreement by the Board. Respondents shall turn in all indicia of the license to the Executive

Officer of the Board within ten (10) days after receipt of notice that this Settlement Agreement has been approved.

Respondents understand that Respondents cannot apply for a new license until the expiration of at least five (5) years from the effective date of the surrender of the license. Respondents understand that if Respondents desire to become licensed again, Respondents must apply to the Board for a new license, pursuant to and subject to all applicable laws and rules in effect at the time.

2. Failure to Comply with Settlement Agreement. If Respondents fails to fully and timely comply with the terms of this Settlement Agreement as set forth in paragraph C.1 above, Respondents' licenses shall be automatically revoked upon RICO's filing of an affidavit with the Board attesting to such failure. In case of such revocation, Respondents shall turn in all indicia of the license to the Executive Officer of the Board within ten (10) days after receipt of notice of the revocation. In case of such revocation, Respondents understand Respondents cannot apply for a new license until the expiration of at least five (5) years after the effective date of the revocation. Respondents understand that if Respondents desire to become licensed again, Respondents must apply to the Board for a new license pursuant to and subject to HRS §§ 92-17, 436B-21, and all other applicable laws and rules in effect at the time.

3. Possible further sanction. The Board, at its discretion, may pursue additional disciplinary action as provided by law to include further fines and other sanctions as the Board may deem appropriate if Respondents violate any provision of the statutes or rules governing the conduct of contractors in the State of Hawaii, or if Respondents fail to abide by the terms of this Settlement Agreement.

4. Approval of the Board. Respondents agree that, except for the representations, agreements and covenants contained in Paragraphs C.5, C.6, C.7 and C.8 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Board.

5. No Objection if Board Fails to Approve. If the Board does not approve this Settlement Agreement, does not issue an order pursuant thereto, or does not approve a lesser remedy, but instead an administrative hearing is conducted against Respondents in the Board's usual and customary fashion pursuant to the Administrative Procedure Act, Respondents agree that neither Respondents nor any attorney that Respondents may retain, will raise as an objection in any administrative proceeding or in any judicial action, to the Board's proceeding against Respondents on the basis that the Board has become disqualified to consider the case because of its review and consideration of this Settlement Agreement.


6. Any Ambiguities Shall be Construed to Protect the Consuming Public. It is agreed that any ambiguity in this Settlement Agreement is to be read in the manner that most completely protects the interests of the consuming public.

7. No Reliance on Representations by RICO. Other than the matters specifically stated in this Settlement Agreement, neither RICO nor anyone acting on its behalf has made any representation of fact, opinion or promise to Respondents to induce entry into this Settlement Agreement, and Respondents are not relying upon any statement, representation or opinion or promise made by RICO or any of its agents, employees, representatives or attorneys concerning the nature, extent or duration of exposure to legal liability arising from the subject matter of this Settlement Agreement or concerning any other matter.

8. Complete Agreement. This Settlement Agreement is a complete settlement of the rights, responsibilities and liabilities of the parties hereto with respect to the subject matter hereof; contains the entire agreement of the parties; and may only be modified, changed or amended by written instrument duly executed by all parties hereto.

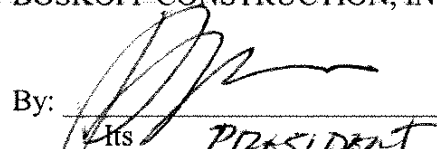
IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below.

DATED: Prescott AZ 3/26/09  
(CITY) (STATE) (DATE)

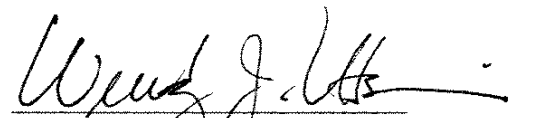
  
KENNETH G. BOSKOFF  
Respondent

DATED: Prescott AZ 3/26/09  
(CITY) (STATE) (DATE)

BOSKOFF CONSTRUCTION, INC.

By:   
its President  
Respondent

DATED: Honolulu, Hawaii, APR - 1 2009

  
WENDY J. UTSUMI  
Attorney for Department of Commerce and  
Consumer Affairs


IN THE MATTER OF THE CONTRACTORS' LICENSES OF BOSKOFF CONSTRUCTION,  
INC., and KENNETH G. BOSKOFF, RME; SETTLEMENT AGREEMENT PRIOR TO  
FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER;  
CASE NO. CLB 2006-278-L

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APPROVED AND SO ORDERED:  
CONTRACTORS LICENSE BOARD  
STATE OF HAWAII

  
TADY T. ARISUMI  
Chairperson


APR 17 2009  
DATE

  
F. M. SCOTTY ANDERSON  
Vice Chairperson

GUY M. AKASAKI

NEAL ARITA

WILLIAM R. BROWN

  
ERIC CARSON

  
JOSEPH S. KINDRICH, II

  
RANDALL B. C. LAU

  
AUDREY E. J. NG, ESQ.

  
RONALD K. OSHIRO

DENNY R. SADOWSKI

  
DARYL SUEHIRO

  
GERALD YAMADA

PVL 07/03/08

STATE OF ARIZONA )  
 ) SS.  
COUNTY OF YAVAPAI )

On this 26<sup>TH</sup> day of MARCH, 2009, before me personally appeared KENNETH G BOSKOFF, to me known to be the person described and who executed the foregoing instrument and acknowledged the same as his/her free act and deed. This 9-page SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND BOARD'S FINAL ORDER, dated \_\_\_\_\_, 2009 was acknowledged before me by KENNETH G. BOSKOFF, this 26<sup>TH</sup> day of MARCH, 2009, in the City of PRESCOTT, State of ARIZONA.

Cindy R. Nelson  
Name: CINDY R. NELSON  
Notary Public – State of ARIZONA

My commission expires: JANUARY 2, 2010